



MONTANA STATE HOSPITAL POLICY AND PROCEDURE

OCCUPATIONAL HOUSING POLICY

Effective Date: January 27, 2014

Policy #: HR-10

Page 1 of 2

I. PURPOSE: To provide considerations attached to the provision of employee occupational housing as determined by Montana State Hospital (MSH).

II. POLICY: MSH may provide housing for direct care provider or administrative positions subject to Hospital call requirements or other considerations. Occupational housing as provided by the Hospital will be subject to specific terms and conditions as included in an Occupational Housing Agreement.

Housing will be provided without cost to the employee. Under Internal Revenue Service rules, housing provided as a requirement for a job is not a taxable benefit.

III. DEFINITIONS: None

IV. RESPONSIBILITIES:

A. The Human Resources Director is the designated Housing Officer and is responsible for administering this policy and occupational housing agreements on behalf of MSH.

V. PROCEDURE:

A. Occupational Housing Agreement

1. All employees provided housing will be required to enter into an occupational agreement, which will be effective for so long as the employee is employed AND occupying state housing.
2. The agreement will expire and the employee is required to vacate the unit no more than 30 days after termination of employment.
3. All housing units will require a damage and cleaning deposit. Such deposit shall be made at the date of notice to the employee of the unit availability and upon the employee's acceptance. The deposit may be refunded subsequent to inspection and certification that the property has not been subject to more than normal wear and usage and has been adequately cleaned. Units will also require an additional deposit for pets.

B. General Terms

1. The Hospital recommends that all employees occupying state housing obtain insurance to cover personal property. The Hospital is not responsible for damaged or stolen personal property belonging to employees.
2. Employees will be held financially responsible for damages to Hospital property caused by negligence or abuse.

OCCUPATIONAL HOUSING POLICY

_____/_____/_____
Todd Thun Date
Director of Human Resources

Montana State Hospital Occupational Housing Agreement

_____ (Employee) is the occupant of housing unit # _____ located at Montana State Hospital (MSH). The right to occupy this housing unit is conditional based upon employment with MSH;

Security deposit in the amount of \$500.00 is due and payable to MSH or may be made through payroll deduction.

Amount paid _____ Date paid ____/____/____

Employee authorizes Payroll Deduction of deposits on Pay Period End ____/____/____

TERM: The term of this agreement shall begin on ____/____/____ and continue on a month-to-month basis thereafter. Either party may terminate the agreement by giving the other party thirty (30) days notice. Regardless of written notice, the term of the agreement will expire thirty (30) days after termination of Employee's employment.

USE: The premises shall be used as a residence by the undersigned persons, and no others: _____

without prior written consent of Owner. Occupancy by guests staying for over 16 days will be considered in violation of this provision.

PETS: Employee may have the following pets, and no others without prior written consent of Owner:

A Pet Deposit in the amount of \$500.00 for housing \$500.00 for furnishings is required, and may be retained by Owner after termination of the occupational housing agreement to cover the cost of repairs or cleaning resulting from any pets residing at the premises. Employees agree undeclared/unauthorized pets may be cause for fine and/or possible loss of housing privileges.

ORDINANCES AND STATUTES: Employee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities pertaining to the use of the premises. Employee shall not use the premises for any illegal activity.

ASSIGNMENT AND SUBLETTING: Employee shall not assign this agreement or sublet any portion of the premises.

APPLICABILITY OF RESIDENTIAL LANDLORD AND TENANT ACT: Because this occupational housing agreement is conditioned upon employment, the Montana Residential Landlord Tenant Act (Title 70, Chapter 24, MCA) does not apply. However, where the statutory responsibilities of landlord and tenant under the Act are not in conflict with provisions of this agreement, they will apply as if incorporated here.

MAINTENANCE, REPAIRS, OR ALTERATIONS:

Employee acknowledges that the premises are in good working order and repair, unless otherwise indicated in writing, at the time of signing this occupational housing agreement. The Employee shall surrender the premises and furnishings at termination of this agreement in as good condition as received, normal wear and tear excepted. Employee shall be responsible for damages caused by his/her negligence and that of his/her family, invitees, guests, or approved pets. Employee shall not paint, construct, or otherwise make alterations to the premises without written permission from Owner. Owner shall repair damage to the premises, appliances and furnishings not caused by Employee negligence, upon reasonable notice.

ENTRY AND INSPECTION: Employee shall permit Owner or its agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary repairs, to show premises to prospective Employees, or for inspections.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to the Employee, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner or its agents. Employee agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damage which Owner is legally responsible.

DEFAULT: If Employee fails to perform any term of this agreement, Owner may terminate this agreement upon not less than three (3) days written notice of default. Unless Employee cures the default within the notice period, Owner may terminate the occupational housing agreement immediately.

SECURITY: The security deposit set forth above shall secure the performance of Employee's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Employee's obligations hereunder. Any balance remaining upon termination shall be returned to Employee.

DEPOSIT REFUNDS: The balance of all deposits shall be refunded within thirty (30) days from date possession is delivered to Owner, together with a statement showing any charges made against such deposits by Owner.

NO ATTORNEY'S FEES: Neither party may be awarded attorney fees in any legal action brought by either party to enforce terms of this agreement or relating to the premises. 70-24-442, MCA, does not apply.

WAIVER: No failure of Owner to enforce any term of this agreement shall be deemed a waiver of Owner's right to the Employee's full performance.

NOTICES: Any notice which either party may give or is required to give, may be given by mailing same, postage prepaid, to Employee at the premises or to Owner at the Human Resources Department, Montana State Hospital, Warm Springs, Montana 59756.

TIME: Time is of the essence in this agreement.

ADDITIONAL TERMS AND CONDITIONS: The MSH Occupational Housing Policy, # HR-10, is incorporated as part of this agreement. All provisions of the Housing Policy will be enforceable as part of this agreement. Owner will supply a copy of the Occupational Housing Policy to the Employee at or before the time of signing of this agreement.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between parties and may be modified only by writing signed by both parties.

The undersigned Employee hereby acknowledges receipt of a copy of this agreement and the MSH Occupational Housing Policy.

EMPLOYEE: _____

DATE: ____/____/____

Owner: _____

Montana State Hospital Pet Agreement

This agreement is attached to and forms a part of the occupational housing agreement dated ____/____/____ between the State of Montana, Montana State Hospital as Owner and _____ as Employee.

Employees desire to keep a pet(s) named _____ and described as _____ in the dwelling they occupy under the Occupational Housing Agreement referred to above. Employees agree to the following terms and conditions in exchange for permission to keep pet(s) in the above housing unit.

1. Employees agree to keep their pet under control at all times.
2. Employees agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
3. Employees agree not to leave their pet unattended for any unreasonable periods of time.
4. Employees agree to dispose of their pet's droppings properly and quickly.
5. Employees agree to keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owner or Management.
6. Employees agree to get rid of their pet's offspring within eight weeks of birth.
7. Employees agree to pay immediately for any damage, loss, or expense caused by their pet(s), and in addition, they will add \$500.00 to their security/cleaning deposit, any of which may be used for cleaning, repairs or utilities when Employees vacate. This added deposit or what remains of it will be returned to Employee within thirty (30) days of vacating the dwelling.
8. Employees agree undeclared/unauthorized pets may be cause for fine and/or possible loss of housing privileges.
9. Employee agrees that the Owner reserves the right to revoke permission to keep the pet should Employee break this agreement.

Employee _____ Date ____/____/____

Owner _____ Date ____/____/____